DU Ad Platform Service Agreement

1. General Rules
1.1 This DU Ad Platform Service Agreement (hereinafter referred as the “Agreement”) is made and entered between DAPP Global Limited (“DAPP”) and the Developer (who may be any person included but not limited to an individual, group, body corporate, entity) (hereinafter referred to as the “Developer”) who joins and uses “DAPP’s DU Ad Platform” (hereinafter referred to as the “DU Ad Platform”). Any Developer who wants to join and use the DU Ad Platform must agree and comply with this Agreement. Any Developer who reads, clicks the “Agree” button or in any other way participates in the DU Ad Platform will be regarded as having fully understood and having fully accepted this Agreement. This Agreement and each part of the DU Ad Platform Registration Agreement (entered into between DAPP and the Developer at the time of registration with the DU Ad Platform) and any other announcement(s) in respect of the DU Ad Platform can be updated by DAPP at any time without prior notice. When the Developer uses the services available on the DU Ad Platform, Developer should pay extra attention to the changes and comply with the updated version of this Agreement, the DU Ad Platform Registration Agreement and any other announcement(s) in respect of the DU Ad Platform. The Developer should read this Agreement carefully before using the DU Ad Platform services. Once the Developer uses or continues to use DU Ad Platform services, the Developer will be deemed to fully agree with the contents of this Agreement, including any modification to this Agreement at any time.

1.2 DU Ad Platform provides its Developers with [a range of technical solutions and services, enabling them about monetization by promoting Mobile Campaigns via Developer’s App].

2. Entire Agreement

2.1 The Agreement constitutes the entire agreement between DAPP and Developer (the “Contract”) and supersedes all previous written or verbal communications or agreements.
2.2 Unless otherwise expressly agreed in writing by DAPP, the application of any other contract or conditions (including Developer’s own Terms and Conditions) is expressly excluded.
2.3 Use of the DU Ad Platform by Developer is irrefutable acknowledgement by Developer that it has read, understood and agreed to each and every term and provision of this Agreement.

3. Definitions
In this Agreement, the words or expressions starting with a capital letter shall have the following meaning:

3.1 Advertiser: DAPP’s client promoting its products and/or services to users through DU Ad Platform.
3.2 Advertiser Content: content provided by an Advertiser for the needs of a Mobile Campaign.
3.3 Developer: an individual or a legal entity registered with DU Ad Platform, who directly or indirectly operates Apps, and who monetizes by promoting the Mobile Campaigns.
3.4 Developer Link: Internet link provided by DAPP to its Developer for the promotion and distribution of the Advertiser’s Mobile Campaign, and which redirects to the Advertiser’s mobile website and/or marketplace.
3.5 Developer App: application developed and uploaded by the Developer or by agents, subsidiaries, partners or subcontractors of the Developer.
3.6 Developer Services: the promotional methods and traffic sources used by the Developer to promote Mobile Campaigns.
3.7 Mobile Campaign: the promotion and distribution of the Advertiser’s promotional content on Developer Medium via Developer’s App in the aim of generating Transactions.
3.8 Mobile Campaign Conditions: all conditions, modalities and/or restrictions imposed by the Advertiser for the promotion and distribution of the Advertiser Content via Developer’s App.
3.9 DAPP’s DU Ad Platform: suite of technological solutions and managed services proposed by DAPP for the launch, management and distribution of Advertisers’ Mobile Campaigns via Developer’s App.
3.10 DAPP Services: the range of services provided by DAPP to Advertisers and Developers through DU Ad Platform.
3.11 Tracking Code: code provided by DAPP enabling the tracking of end-user Transactions generated by an Developer Link.

4. **Affiliation**

4.1 Validity Conditions
   (i) Upon the registration on DU Ad Platform, each Developer must create an identical account.
   (ii) The creation of the Account is subject to the provision of the following identification elements by Developer: (a) If Developer is an individual: Name, address, email address; Copy of an identification document (passport, national identification card or driver’s license); Bank account details imperatively matching Developer’s name. (b) If Developer is a legal entity: Name and address of the head office of the company, email address, name of the main contact; Copy of the certificate of registration of the company (plus the translation certified by a notary if the document is not in French or in English); Bank account details imperatively matching Developer’s name.
(iii) DU Ad Platform will check the information and documentation provided by Developer and may, in its sole discretion, invalidate the account or request additional elements from Developer.

(iv) If Developer fails to provide the requested elements within the deadline specified by DU Ad Platform at the moment of the subscription, the account may be deactivated at any moment without notice. Unless Developer provides the requested elements within the period indicated by DU Ad Platform in the deactivation notice, this Agreement will be considered null and void, and the account shall be deemed invalid.

4.2 Invalid Accounts

If the Apps which Developer uploaded onto DU Ad Platform contains any of the following conditions, the Account should be deemed invalid:

(i) Apps submitted by the developer containing the following content will be rejected, and the developer takes full responsibility himself:
1) APPs that crash during use will be rejected
2) APPs with deceptive or false functions and those without clear descriptions will be rejected
3) APPs that were created in large numbers from a template will be rejected. Also, developers that upload a large number of similar APPs to the platform may have their accounts temporarily suspended
4) APPs in which the ad slot cannot be seen in the visible interface will be rejected
5) APPs in which the App ID and placement ID are not seen will be rejected
6) APPs with non-matching App IDs and placement IDs will be rejected
7) APPs where the ad slot is blocked, resulting in an incomplete display or inducing ad clicks will be rejected
8) APPs where the code was not embedded or resources not imported according to the instructions in the SDK documentation will be rejected
9) APPs that violate basic constitutional principles, endanger national security, disclose state secrets, subvert the government, racially discriminate, or undermine national unity will be rejected
10) APPs that spread obscenity, pornography, gambling, violence, murder, terrorism, abet the commission of a crime, or contain other undesirable content will be rejected
11) APPs in which any materials used in the interface, including program icons, interface icons, and interface UI elements, are used without obtaining the necessary authorization will be rejected during review or after approval when challenged by the copyright holder
12) APPs that use special technical means to decompile, crack, reverse engineer others' programs and that have an embedded ad slot will be rejected during review or after approval when challenged by the copyright holder
13) APPs that use sample code from mobile app development tutorials available on the common market for embedded ad slots will be rejected
Besides the above reasons, APPs involving copyright infringement may be rejected during review.

(ii) Developers may not use any improper means to harm the interests and reputation of this platform and other developers on this platform. They may not use any unauthorized means to obtain ad impressions, clicks, installations, etc. Unauthorized means include, but are not limited to, technology that simulates clicks on download ads, the instigation of others to click on download ads, and other such methods that lead to data from users other than normal ones. Violators will not receive compensation.

(iii) The platform has the right to close the account of users that violate one or more of the above terms, as well as end cooperation with them and/or suspend compensation.

5. Description of DU Ad Platform Services

5.1 Secured Online Account
(i) Developer can have access to and manage account in a dedicated and secured space on DU Ad Platform. In this space Developer can subscribe to Mobile Campaigns, have access to reporting tools and issue its payment requests to DU Ad Platform.
(ii) Developer shall be solely responsible for all usage and activity on its account and for loss, theft or unauthorised disclosure of its password.
(iii) Developer undertakes to provide DU Ad Platform with prompt written notification of any known or suspected unauthorised use of its Account or any breach of the security of its Account.

5.2 Participation in Mobile Campaigns
(i) Developer may subscribe to Mobile Campaigns for the opportunity to earn remuneration by promoting Advertiser’s ad in accordance with the Mobile Campaign Conditions.
(ii) Participation in a Mobile Campaign implies the acceptance of the Campaign Conditions without any reserve by Developer and is subject to DU Ad Platform’s prior approval.
(iii) When participating in a Mobile Campaign, Developer is authorized and agrees to display the related Advertiser Content on the Developer’s App for the duration and according to the conditions set forth in the Campaign Conditions.
(iv) Developer undertakes to promptly implement the notified modification, update or termination in good faith within the imparted deadline. DU Ad Platform reserves the right to retain payments in case of failure of Developer to implement any notified modification, update or termination in accordance with the terms of the notification.
(v) DU Ad Platform reserves the right to withdraw Developer from any ongoing Mobile Campaign at its sole discretion with immediate effect. Developer will not be entitled to any indemnification for such withdrawal.
5.3 Other Services
From time to time DU Ad Platform may offer optional services and/or premium services for a fee, under the conditions specified on DU Ad Platform.

6. Developer’s Obligations

6.1 Accurate and Up-To-Date Account:
(i) Developer undertakes to provide DU Ad Platform with accurate information (including but not limited to name, contact information, bank information) about Developer’s identification and Developer Services, including a clear and complete description of all promotional methods used, and to maintain at all times such information up-to-date in its account.
(ii) Developer shall provide DU Ad Platform with all required information or documentation relating to its identity.

6.2 Compliance with Agreement and Campaign Conditions
(i) Developer represents and warrants that it will at all times comply with the agreement and the mobile campaign conditions of all mobile campaigns in which the developer participates.
(ii) Developer undertakes to participate in the mobile campaigns and use the developer apps in a loyal and non-abusive manner.
(iii) Developer further undertakes to include and maintain a DAPP tracking code within the developer links.
(iv) Not to modify or alter the advertiser content in any way.
(v) Not to use any proxy ip address to sign-up or access its account;
(vi) Not to place DAPP links in third party newsgroups, message boards, blogs, unsolicited email and other types of spam, link farms, counters, chatrooms, or guestbooks;
(vii) Not to use irc channels, instant messages or similar internet resources without prior written approval of exhaustively;
(ix) Not to use other Developer Services than those detailed by the Developer in its Account;
(x) Not to generate non-bona fide Transactions by using any device, program,
(xii) Not to include any software, robot, Iframes, hidden frames or any similar tool;
(xiii) Not to mislead the end-users, and not to use any mechanism which force a click-through leading to a Transaction;
(xiv) Not to engage in acts of fraud;
(xv) All promotions made through Apps will be compliant with the terms and conditions of the relevant Market Place.

6.3 Compliance with Law and Regulation
(i) Developer represents and warrants that it has all appropriate authority
and licensed to operate Developer’s App. Developer shall remain solely responsible for Developer’s App.
(ii) Developer represents and warrants that the Developer’s App will at all times be compliant with all relevant laws, regulations and generally accepted standards of behavior and public order, applicable in Hong Kong or in any other relevant territory, in particular with regard to respect for privacy, collection and processing of personal data, protection of individuals and minors, the rights of third parties and unfair competition.
(iii) Developer will not infringe any proprietary right of an Advertiser, DU Ad Platform or any third party;
(iv) Developer’s App will not directly or indirectly breach the terms of this Agreement or contain any objectionable content in any jurisdiction where it is used/viewed, including but not limited to content that is misleading, libellous, defamatory, obscene, violent, hate-oriented, illegal, and/or promoting illegal goods, services or activities;
(v) Developer will not engage in and/or facilitate spamming, indiscriminate advertising or unsolicited commercial email or otherwise fail to comply with any applicable law and/or regulation that govern email marketing and/or communications. In this respect, the emails sent by Developer in the frame of the Mobile Campaigns shall at least contain accurate sender information and subject lines, an Internet based opt-out mechanism and the Developer’s or its agent’s postal address;
(vi) Developer’s App shall have the Developer’s privacy policy in order to comply with the applicable laws and regulations. In particular, such privacy policy shall fully and accurately disclose the collection and use of end-user information by the Developer, as well as Developer’s use of third party technology, the use of cookies and options for discontinuing use of such cookies.

7. Intellectual Property

7.1 DU Ad Platform, Advertiser and Developer remain the exclusive owners of all their respective intellectual property rights (including, but not limited to, the intellectual property rights related to their website, editorial content, software, trademarks and patents).

7.2 Except as expressly set forth herein, no intellectual property right shall be transferred or licensed under this Agreement.

7.3 For each Mobile Campaign in which Developer participates, Developer is granted the non-exclusive and temporary right to use the Advertiser Content and redirect to the Advertiser’s website, in accordance with the Mobile Campaign Conditions and this Agreement and for the sole purpose and duration of the Mobile Campaign.

7.4 Developer warrants that it has all the permissions and all rights to display advertising content and links on the Developer’s App. Developer is either the owner of the intellectual property rights on the Developer’s App, or the owner of
a license to display advertising content and links on the Developer Medium.

7.5 Developer undertakes not to copy or modify the Advertiser Content or the Developer Link in any manner, and especially not to remove or alter any copyright or trademark notices.

7.6 Except if otherwise requested in writing, Developer authorizes DU Ad Platform to utilize the Developer’s trademarks, service marks, trade names, and/or copyrighted material that Developer provides to DAPP through its Account to promote its participation in the DAPP Services.

7.7 Developer undertakes not to challenge DU Ad Platform’s or the Advertiser’s proprietary rights, and not to adopt or use in any manner any trademarks, service marks, trade names, and/or URLs that are the same or confusingly similar to, are combined with, or in any other way infringe, those of DU Ad Platform or of the Advertiser.

8. Privacy

7.1 For collecting, using, sharing and storing any data and information related to any user or Advertiser (including but not limited to any user information), the Developer agrees to implement and comply with applicable privacy standards, which standards shall be similar to the DAPP privacy policy and shall provide similar security benefits to the users.

7.2 The Developer clearly understands that in order to protect the privacy of the users, the Developer is prohibited from sharing, disclosing or transferring, any data or personal information of the users available on DU Ad Platform with any third party without prior consent of the users.

7.3 When requested by DU Ad Platform, the Developer should immediately provide specific information, in order to: (i) protect or maintain DAPP’s, DU Ad Platform’s or its employees’, agents’ and contractor’s legal rights or property (including the execution of the agreement); (ii) protect DU Ad Platform user’s safety or public safety including take corresponding measures in case of an emergency; (iii) prevent fraud or risk management; or (iv) comply with the law, regulations and legal procedure.

9. Payment and Settlement

9.1 Settlement:

We may use the proportional or fixed price method to compensate developers. The right to interpret the use of either settlement method resides with the DU Platform.

Settlement shall take place on the 5th of each month (or the next immediate business day if it falls on a statutory holiday) for the revenues earned from the 1st to 31st of the previous month. The Du Ad Platform does not have any
deposit obligations and developers will receive no interest from their account balance.
When a developer has an account balance greater than 100 USD, he or she can click the Withdraw button on the homepage of the developer's platform or in their financial records to request a withdrawal.
For each month's withdrawal requests that conform to the requirements of the Du Ad Platform, we will wire transfer the funds before the end of the next month.

9.2 Settlement and payment of any funds exchanged between DU Ad Platform and Developer according to this Agreement shall be denominated in USD.

9.3 Developer shall provide DU Ad Platform with immediate notice of any changes to this bank account information. Developer shall be solely liable for any fees, charges, or other damages in connection with a payment made to an incorrect bank account;

9.4 Wire bank transfer service fee is borne by Du Ad Platform. Fees may be charged by relevant banks for receiving the money to your bank account. Please contact relevant banks for the rate and payment of such fees.

9.5 Tax: Developer shall be liable for making payment of any and all applicable taxes, including but not limited to withholding tax, value added tax, sales taxes, duties, fees, levies or surcharges (including where applicable any universal service fund or similar surcharges) imposed by, or pursuant to the laws, statutes or regulations of any government agency or authority.

10. Term and Termination

10.1 Term
This Agreement between DU Ad Platform and Developer shall commence upon acceptance of this Agreement by Developer, subject to provision of all the requested information and documents by Developer and approval of Developer by DAPP, and shall continue until terminated in accordance with the terms of this Agreement.

10.2 Suspension/ Termination by DU Ad Platform
(i) Violation of the Agreement
DU Ad Platform reserves the right to immediately deactivate Developer’s Account and Services upon notice in case of suspected or established breach of any provision of this Agreement.
Unless Developer provides sufficient elements to establish the absence of breach within the imparted time indicated in the notice, DU Ad Platform may
terminate this Agreement, without prejudice of DU Ad Platform’s right to claim adequate indemnification and remedies.

10.3 Effects of Termination
(i) Upon termination of this Agreement for whatever reason, Developer shall make the payment request for all outstanding Transactions within thirty (30) days of the termination date, and DU Ad Platform will issue the payment for amounts effectively due by DU Ad Platform within a net thirty (30) days period after receipt of the related payment request.
(ii) Upon termination of this Agreement, all licenses granted under this Agreement will immediately terminate, and Developer shall immediately remove all Ads.
(iii) Provisions of the Agreement that by their nature and context are intended to survive the termination (in particular the indemnification provisions) shall survive the termination of the Contract for whatever reason, to the extent that and as long as is necessary to preserve a party's rights under the Contract that accrued prior to termination.

11. Guarantees, Liability and Indemnification

11.1 Liability of Developer
(i) Developer shall defend, indemnify and hold DU Ad Platform (including DAPP’s officers, directors, employees, corporate Developers, subsidiaries, agents, and subcontractors) harmless from any and all liabilities, claims and losses of any kind or nature (including but not limited to reasonable attorney’s fees and costs) arising from or in connection with any breach of any of Developer’s obligations and/or representations of this Agreement by Developer, Developer’s officers, directors, employees, corporate Developers, subsidiaries, agents, commercial partners and/or subcontractors.
(ii) DU Ad Platform shall promptly notify Developer of any such claim or action, and DU Ad Platform shall be entitled, at its own expense, and upon reasonable notice to Developer, to participate in the defense of such claim or action.
(iii) Participation in the defense shall not waive or reduce any of Developer’s obligations to indemnify or hold DU Ad Platform harmless. Developer shall indemnify for any reasonable attorneys' fees or other costs incurred by DU Ad Platform in investigating or enforcing this Section 10.

11.2 Liability of DU Ad Platform
(i) DU Ad Platform makes its best efforts to operate according to the current industry standards as regarding service availability and security.
(ii) DU Ad Platform is, under no circumstances, responsible for the practices, acts or omissions of any advertiser or Developer, or such advertiser or Developer’s App.
(iii) Except in case of fraud or negligence causing death or personal injury,
any obligation or liability of DU Ad Platform under this agreement shall be expressly limited to direct material damages only, and shall not exceed the amount actually paid to the developer by DAPP in respect of the "service" resulting in claims under this Agreement during the 6 months prior to such liability. To avoid ambiguity, such service is based on the service provided by DAPP on a single version of the SDK application provided by DAPP. To the fullest extent permissible under applicable law, DU Ad Platform disclaims all implied warranties, including, but not limited to, merchantability, fitness for a particular purpose or non-infringement of third party rights, absence of viruses or harmful components, correctness, accuracy, reliability, or interference with enjoyment of the developer's information or medium. No action, suit or proceeding shall be brought against DU Ad Platform more than 1 (one) year after the termination of the agreement.

12. Confidentiality

12.1 Developer or DU Ad Platform may provide each other with information that is confidential and/or proprietary, as designated by the disclosing party or that is reasonably understood to be proprietary and/or confidential ("Confidential Information").

12.2 The receiving party agrees to make commercially reasonable efforts, and in all cases no less effort than it uses to protect its own Confidential Information, to ensure the protection and maintain the confidentiality of the Confidential Information.

12.3 Confidential Information shall not include information: (i) That is or becomes part of the public domain through no act or omission of the receiving party; (ii) That is lawfully received by the receiving party from a third party without restriction on use or disclosure and without breach of this Agreement or any other agreement, or (iii) That the receiving party had in its possession prior to the disclosure by the other party.

12.4 Upon termination of this Agreement Developer must, upon DU Ad Platform’s request, destroy or return to DU Ad Platform any Confidential Information provided by DU Ad Platform to Developer under the Contract.

12.5 Developer agrees that DU Ad Platform may provide Developer’s identification and contact details, as well as any and all end-user, Transaction and/or Tracking Code data, traffic sources and referring urls to the Advertiser to which Developer referred such end-user, and to any competent regulatory, legislative and judicial bodies.

12.6 DU Ad Platform reserves the right to utilize Tracking Code data provided to it, which may include: information about Developer’s performance statistics, to analyse the DU Ad Platform Service trends, monitor the DU Ad Platform Service efficiency, maintain the integrity of the Tracking Code, promote DU Ad Platform Service capabilities and efficiencies, and promote Developer and its web performance to Advertisers.

12.7 Developer agrees that DU Ad Platform may identify it in client lists and may use Developer’s name and/or logo solely for such purpose in its marketing materials. Any other uses of Developer’s name and/or logo not otherwise
Any waiver shall require Developer’s prior written consent.

13. **Miscellaneous**

13.1 **Independence:** The relationship of DU Ad Platform and Developer shall be solely that of independent contractors, and nothing contained in this Agreement or in the business or dealings between the parties shall be construed otherwise. In particular, nothing shall be construed to create a joint venture or a partnership between them. Neither party shall do anything to suggest to third parties that the relationship between the parties is anything other than that of independent contractors.

13.2 **Competent law and jurisdiction:** This Agreement and the relationship between the Parties are governed by the laws of Hong Kong without regards to conflicts of law principles. Should a dispute arise between the Parties in connection with this Agreement, the Parties may attempt to resolve such dispute through friendly consultations between themselves. If, however, the dispute cannot be resolved within ten (10) days after commencement of such friendly consultations, then the Parties agree that such and all disputes arising from the implementation of or in connection with this Agreement, including questions regarding its existence, validity or termination, shall be settled, referred to and finally resolved by the Hong Kong International Arbitration Centre, under its Rules of Arbitration for the time being in force, which rules are deemed to be incorporated by reference to this section. The arbitration shall be conducted in English by three (3) arbitrators with each party appointing one (1) arbitrator and the two appointed arbitrators appointing the third arbitrator in accordance with the said Rules. The award shall be final and binding on both Parties. The prevailing party, as determined by the arbitrators, shall be entitled to recover its reasonable costs, including the arbitration fees, and reasonable attorney’s fees from the non-prevailing party; provided, however, that if the arbitrators determine that both parties were at fault, the arbitrator or arbitrators shall apportion responsibility for such reasonable costs and expenses between the parties based on each party’s comparative responsibility as determined by the arbitrator or arbitrators.

13.3 **Force majeure:** Neither party shall be liable by reason of any failure or delay in the performance of its obligations hereunder for any case of “Force Majeure”, in accordance with article 1148 of the French civil code, understood as any unpredictable event external to a party and which is beyond its reasonable control.

13.4 **Severability:** If any provision of this Agreement is held by any court of competent jurisdiction to be illegal, null or void, all the remaining provisions of this Agreement shall remain in full force and effect. Waiver: The waiver of any breach of any provision under this Agreement shall not be deemed to be a waiver of any preceding or subsequent breach, nor shall any waiver constitute a continuing waiver.
13.5 Transfer/ Assignment: Developer is not authorized to assign the Contract without the prior express written permission of DU Ad Platform.

13.6 DU Ad Platform may at its sole discretion and without requesting the Developer’s consent, transfer the Contract to an entity that acquires a substantial part of DU Ad Platform’s stock, assets or business, or to any company of DAPP’s group.

13.7 Cumulative remedies: The rights and remedies herein provided to DU Ad Platform in case of default or breach of this Agreement by Developer are cumulative and without prejudice to any other rights or remedies that DU Ad Platform may have by reason of such default or breach by Developer at law, in equity, under contract or otherwise (all of which are hereby expressly reserved).

14 Questions, Suggestions and Complaints

14.1 If you have any questions or suggestions, please contact us at support_ssp@do-global.com. If you have any complaints about a possible breach of applicable laws please direct your questions or concerns to the Grievance Officer, by email: [support_ssp@do-global.com].

14.2 The Grievance Officer will expeditiously redress the concerns or grievances of the providers of information within a period of thirty (90) days from the date of receipt of the grievance.
DU Ad Platform Registration Agreement

1. General Rules

1.1 DAPP’s DU Ad Platform (hereinafter referred to as the “DU Ad Platform”) is focused on online advertisement services (“Service”). A one-stop service platform for Developers (“Developers”), aims to create an open, co-operative, win-win concept together with Developers and Advertisers to build a healthy ecosystem. The DU Ad Platform provides relevant technical service among Advertiser, DU Ad Platform and Developers who through registration to obtain Service. Developers can create, develop, research and upload Apps by accepting this DU Ad Platform Registration Agreement (“Agreement”).

1.2 Developers should agree to the terms of this Agreement according to prompts on the page to complete the registration procedure. By clicking “agree”, the Developer agrees with DAPP Global Limited’s (“DAPP”), terms under this Agreement. DAPP and the Developer shall hereinafter be referred to as “Parties”.

1.3 After successful registration, DAPP will give the Developer an account and password. The Developer is responsible for the custody of the account and password. The Developer is liable for all activities and events that the Developer conducts under its account and password on the DU Ad Platform.

1.4 When the Developer uses the DU Ad Platform, the Developer is deemed to agree to this Agreement, the terms of service and various bulletin issued by DAPP in respect of the DU Ad Platform and the services available thereunder.

1.5 This Agreement and any other terms of services and various bulletin issued by DAPP in respect of the DU Ad Platform can be updated by DAPP at any time without prior notice to the Developer.

1.6 The Developer will also be required to agree to the DU Ad Platform Service Agreement for use of services on the DU Ad Platform. The Developer who uses such services should pay close attention and comply with the relevant provisions of the DU Ad Platform Service Agreement. Before using the services, the Developer should read and pay full attention to the relevant DU Ad Platform Service Agreement. If the Developer disagrees with the relevant DU Ad Platform Service Agreement or any changes made thereto (which shall be at the discretion of DAPP and shall not require any prior notice to the Developer), the Developer should apply for withdrawal from all the DU Ad Platform related services, however, if the Developer uses or continues to use the DU Ad Platform services, it shall be deemed as consent by the Developer to the contents of the
relevant DU Ad Platform Service Agreement, including any modification(s) to the DU Ad Platform Service Agreement at any time.

2. Registration Information and Privacy

2.1 The Developer’s account (including the login ID and the password and other information related to the Developer) is owned by DAPP. After the Developer completes the registration formalities, the Developer will receive an e-mail sent by DAPP. The Developer should provide timely, accurate and detailed personal information, and constantly update registration information, with timely, detailed and accurate requirements. All original information will be used for registration. If the registered information is false, DAPP shall not be held responsible or liable for any issues that may arise in this regard.

2.2 The Developer should not transfer or lend the account and password details to third parties. If the Developer finds out that the account was illegally used by a third party, the Developer shall immediately notify DAPP by sending an e-mail to support_ssp@do-global.com. DAPP does not take any responsibility of illegal use of the Developer’s account on the DU Ad Platform by any third party due to hacking or negligent storage by the Developer.

2.3 DAPP does not share, disclose, make available or transfer Developers’ registration information to any third party, unless: (i) DAPP has been authorized by the Developer to do so; (ii) such disclosure of personal information is required to obtain the products or services which the Developer has requested; (iii) such disclosure is in accordance with the requirements of the relevant laws and regulations; (iv) such disclosure is required by any government department; (v) to safeguard the rights and interests of DAPP.

2.4 DAPP will receive the Developer’s information when the Developer: (i) creates a DU Ad Platform account; (ii) uses products or services on the DU Ad Platform; (iii) participates in sales promotion and/or any event promoted by DAPP or any third party authorized by DAPP. Such data will be used to improve the product and services made available on the DU Ad Platform.

2.5 The Developer understands that if the Developer or the Developer’s App collects, uses, shares or stores any data or personal information of the users, the Developer is required to implement and comply with applicable privacy and security standards and such standards should provide the same level of security as provided by DAPP’s privacy policy.

2.6 The Developer clearly understands that in order to protect the privacy of the users, the Developer is prohibited from sharing, disclosing or transferring,
any data or personal information of the users available on the DU Ad Platform with any third party without prior consent of the users.

2.7 When requested by DAPP, the Developer should immediately provide specific information, in order to: (i) protect or maintain DAPP’s, DU Ad Platform’s or its employees’, agents’ and contractor’s legal rights or property (including the execution of the agreement); (ii) protect DU Ad Platform user’s safety or public safety including take corresponding measures in case of an emergency; (iii) prevent fraud or risk management; or (iv) comply with the law, regulations and legal procedure.

3. Usage Rules

3.1 For use of the services made available on the DU Ad Platform, the Developer must comply with the relevant provisions of the laws and regulations of Hong Kong. The Developer hereby agrees that the Developer will not use the DU Ad Platform service(s) for any illegal or improper activities, including but not limited to the following acts:

(i) upload, host, display, modify, post, publish, distribute, update, share or transmit in other manner any information which: (a) belongs to another person and to which the Developer does not have any right to; (b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another’s privacy, hateful or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever; (c) harms minors in any way; (d) infringes any patent, trademark, copyright or other proprietary rights; (e) violates any law for the time being in force; (f) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; (g) impersonates another person; (h) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; (i) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation; (j) endangers national security, leaks state secrets, subverts state power, undermines national unity; (k) harms national honor and interests; (l) undermines national religious policy, promoting cults and superstitions; (m) spreads rumors, disturbs social order, undermine social stability; (n) spreads violence, murder, terrorism;

(ii) use the network service system for any illegal purpose; and
(iii) use the DU Ad Platform services to engage in any of the following activities: (a) enter the computer information networks or use of computer information network resources without permission; (b) delete, modify or add the computer information network function without permission; (c) delete, modify or add the processing or transmission of data and applications of the computer information network memory without permission; (d) intentionally make and spread computer viruses and other destructive programs; (e) cause any other harm to computer information network security.

3.2 In the event that the Developer violates or breaches this Agreement or regulations of related services leading to or resulting in any claims, demands or losses from any third parties, including attorney’s fees, the Developer shall resolve such disputes with the third party on its own, and the Developer shall also pay compensation for direct/ indirect losses and damages to DAPP and any associate company of DAPP. DAPP has the right, including but not limited to, to delete the Developer’s released information/ content/ App, suspend the license granted to the Developer, end the services provided to the Developer, impose restrictions on the use including terminate access or usage rights immediately, retrieve the DU Ad Platform account, and investigate for legal responsibility in case the Developer violates or breaches this Agreement. If the Developer registers with the DU Ad Platform in order to engage in illegal activities, create disturbance, harass, deceive other Developers and cause any other violation of the terms of this Agreement, DAPP shall have the right to retrieve such Developer accounts, and in the interim, DAPP will act according to the directions of the relevant governmental authorities in India.

3.3 The Developer shall not duplicate, copy, sell, resell any part of the DU Ad Platform services or use the DU Ad Platform for any other commercial purpose.

3.4 The Developer will be required to bear the legal responsibility consequent to use of the DU Ad Platform services. The Developer will assume legal liability including but not limited to: compensating the victims, and bearing the administrative penalties or tort liability for damages that DAPP may be charged with due to the acts of the Developer on the DU Ad Platform.

4. Services

4.1 The services provided by DAPP on the DU Ad Platform may be changed, altered or revised in any manner whatsoever by DAPP at its sole discretion.

4.2 Unless otherwise expressly stated in this Agreement, all other related services, new services, new product or new features that DAPP launches will be regulated by this Agreement.
4.3 To use the DU Ad Platform services, Developers should be competent and be legally allowed to access Internet services. In addition, Developers must be equipped with its own equipment necessary to connect to the internet services including a computer, data machine or other access device.

4.4 The Developer agrees that DAPP has the right without prior notice, to change, interrupt or terminate part or all of the network service at any time. DAPP does not guarantee the stability, timeliness, accuracy or safety of network services and shall not be responsible for the same or for any liability arising therefrom.

4.5 DAPP needs to regularly update/ maintain/ repair the DU Ad Platform platform or associated equipment, and as a result, the DU Ad Platform may be interrupted for a reasonable time. DAPP reserves the rights to repair, maintain, upgrade or suspend any part of the DU Ad Platform without prior notice to the Developer.

4.6 The Developer agrees that the risk of use of the DU Ad Platform services will be assumed entirely by the Developer. The Developer understands and accepts all risks involved in obtaining any information from the DU Ad Platform, including any system damage, data loss and any other risks and that DAPP shall not be responsible for the same or for any liability arising therefrom.

4.8 DAPP has the right to temporarily or permanently modify or terminate the DU Ad Platform Service (or any part thereof) at any time, regardless of any prior notice. DAPP does not assume any responsibility or liability to the Developer and/ or any third parties in such case.

4.9 The Developer agrees that DAPP’s decision to terminate the Developer’s account usage/ access or ban the Developers from using the DU Ad Platform (or any part of the service) or removal or deletion of any Developer’s content from the DU Ad Platform can be for any reason, including but not limited to cheating or breach of the Agreement by the Developer. Under this Agreement, the Developer agrees that DAPP can suspend or terminate the related services with/without prior notice. The Developer acknowledges and agrees that, DAPP can immediately close or delete the account and all account’s relevant information and documents, and/ or ban from use the aforementioned file or related DU Ad Platform service on account of any reason whatsoever. In addition, the Developer agrees that DAPP or any third party does not bear any responsibility to the Developer if the Developer is banned from using the DU Ad services or the Developer account and related information and documents are closed or deleted.
5. Intellectual property and other legitimate rights and interests

5.1 DAPP respects intellectual property rights and legal rights of others and urges the Developer to show the same respect to intellectual property rights and legitimate rights and interests of others. If the Developer believes that the intellectual property rights or other legitimate rights and interests are violated/infringed, the Developer must provide DAPP a written notice relating to such violation/infringement as per section 5.3 below. The Developer hereby acknowledges that the App(s) developed or uploaded by the Developer will not infringe the intellectual property rights of any third party in any manner whatsoever.

5.2 The written notice to be issued by the Developer must meet the following requirements:

(i) contain the Developers’ physical or electronic signature;
(ii) identify the copyrighted work alleged to have been infringed;
(iii) identify the allegedly infringing material in a sufficiently precise manner to allow DAPP to locate that material;
(iv) contain adequate information by which DAPP can contact the Developer (including postal address, telephone number, and e-mail address);
(v) contain a statement that the Developer has a good faith belief that the use of the copyrighted material is not authorized by the copyright owner, the copyright owner's agent, or the law;
(vi) contain a statement that the information in the written notice is accurate; and
(vii) contain a statement, under penalty of perjury, that the Developer is authorized to act on behalf of the copyright owner.

The Developer should send the above information to support_ssp@do-global.com

5.3 DAPP holds copyright(s) of the information available on the DU Ad Platform. Any authorized browsing, copying, printing and dissemination of the information and data belonging to the DU Ad Platform must meet the following conditions: (i) the purpose of obtaining all data and images is for information; (ii) the information and data shall not be used for commercial purposes; (iii) all data, image and any of its parts must include a copyright notice as follows: (a) All products, technologies, all programs on the website e.duapps.com belong to DAPP; (b) "DAPP", "DU Ad Platform" and related graphics are registered trademarks and without DAPP’s permission, no third party can use (including but not limited to, copy, communicate, display, upload, download or use in any illegal manner) such trademarks, failing which DAPP may initiate appropriate legal action.
6. Other

6.1 This Agreement shall be governed by and construed in accordance with the laws of [ ], without regard to choice of law principles. Should a dispute arise between the Parties in connection with this Agreement, the Parties shall attempt to resolve such dispute through friendly consultations between themselves. If, however, the dispute cannot be resolved after commencement of such friendly consultations, then the Parties agree that such and all disputes arising from the implementation of or in connection with this Agreement, including questions regarding its existence, validity or termination, shall be settled, referred to and finally resolved by the Hong Kong International Arbitration Centre (“HKIAC”), under its Rules of Arbitration for the time being in force, which rules are deemed to be incorporated by reference to this section. The arbitration shall be conducted in English by three (3) arbitrators from the then existing HKIAC list of arbitrators where each Party shall appoint one (1) arbitrator and these two (2) shall appoint a third arbitrator. The award shall be final and binding on both Parties. Expenses of the arbitrator(s) shall be divided equally between the Parties.

6.2 The Parties shall keep confidential all information relating to the arbitration, including without limitation, the existence of arbitration proceedings (or the possibility thereof), the proceedings themselves, all statements given or made during the course of the proceedings, all documents and other information submitted by parties in connection with the proceedings, all documents and other information issued by the arbitrator and/or the arbitration centre and the arbitral award. Nothing herein shall be deemed to limit the parties’ rights to seek interim injunctive relief from any court to prevent or curtail any breach of this Agreement.

6.3 The failure of DAPP to exercise any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the Parties nevertheless agree that the court should endeavor to give effect to the Parties’ intentions as reflected in the provision, and the other provisions of this Agreement shall remain in full force and effect. This Agreement, together with all applicable other agreements, as they may each be amended from time to time by DAPP, constitute the entire agreement between DAPP and the Developer, regarding their subject matter and supersede all prior and contemporaneous agreements and understandings, whether written or oral. The proprietary rights, disclaimer of warranties, indemnities, limitations of liability and general provisions shall survive any termination of this Agreement.

6.4 Questions, Suggestions and Complaints
If you have any questions or suggestions, please contact us at support_ssp@do-global.com. If you have any complaints about a possible breach of applicable laws please direct your questions or concerns to the Grievance Officer by email: support_ssp@do-global.com.

The Grievance Officer will expeditiously redress the concerns or grievances of the providers of information within a period of thirty (90) days from the date of receipt of the grievance.